

1
2 **UNITED STATES DISTRICT COURT**
3 **DISTRICT OF NEVADA**

4
5 IN RE MGM INTERNATIONAL RESORTS
6 DATA BREACH LITIGATION

7 Case No.: 2:20-cv-00376-GMN

8 This Document Relates To: All actions.

9
10 **UNITED STATES DISTRICT COURT**
11 **DISTRICT OF NEVADA**

12 TANYA OWENS, et al.

13 Plaintiffs,

14 v.

15 MGM RESORTS INTERNATIONAL

16 Defendant.

17 Master File No. 2:23-cv-01480-GMN
18 (Consolidated for pretrial proceedings with
19 Case Nos. 2:23-cv-1481, 2:23-cv-1537,
20 2:23-cv-1549, 2:23-cv-1550, 2:23-cv-1577,
21 2:23-cv-1698, 2:23-cv-1719, 2:23-cv-1777,
22 2:23-cv-1826, 2:23-cv-1981, 2:23-cv-2042,
23 2:23-cv-2064, 2:24-cv-81, 2:24-cv-00995,
24 2:24-cv-00999)

25 **ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL**
26 **APPROVAL OF CLASS ACTION SETTLEMENT AND APPLICATION FOR**
27 **ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS AND FINAL JUDGMENT**

28 On January 17, 2025, after extensive arms-length negotiations, and private mediation conducted before Bruce Friedman, Esq., with JAMS in Las Vegas, Plaintiffs and Defendant entered into the Settlement Agreement, which is subject to review under Fed. R. Civ. P. 23, for monetary damages as set forth in the Agreement.

29 On January 17, 2025, the Plaintiffs filed the Agreement with the Unopposed Motion for Preliminary Approval of Class Action Settlement and Memorandum of Law. (Case No. 2:20-cv-00376-GMN, ECF No. 243; Case No. 2:23-cv-01480-GMN, ECF No. 62.)

30 On January 22, 2025, upon consideration of the Agreement, Motion for Preliminary Approval, and the record, the Court entered the Preliminary Approval Order. (Case No. 2:20-cv-00376-GMN, ECF No. 244; Case No. 2:23-cv-01480-GMN, ECF No. 63.) Pursuant to the Preliminary Approval Order, the Court, among other things, (i) provisionally certified the Settlement Class for settlement purposes; (ii) appointed the Plaintiffs as Class Representatives; (iii) appointed John Yanchunis, Doug

1 McNamara, E. Michelle Drake, David Berger, J. Gerard Stranch IV, Lynn Toops, James Pizzirusso,
 2 Gary Klinger, and Jeff Ostrow as Class Counsel for the Settlement Class; (iv) approved the form of
 3 the Notices and the Notice Program; (v) approved the Claim Form and the Claim process; (vi)
 4 appointed Epiq Class Action & Claims Solutions, Inc. as the Settlement Administrator; (vii)
 5 established procedures and deadlines for members of the Settlement Class to opt-out of or object to
 6 the Settlement; and (viii) scheduled the Final Approval Hearing at which time the Court would
 7 consider whether to grant Final Approval of the Settlement and the Application for Attorneys' Fees,
 8 Costs and Service Awards. *Id.*

9 On April, 1, 2025, the Parties filed their Joint Motion to Approve Amendment to Settlement
 10 Agreement and Modify Notice Program (Case No. 2:20-cv-00376-GMN, ECF No. 250; Case No.
 11 2:23-cv-01480-GMN, ECF No. 72), which the Court granted (Case No. 2:20-cv-00376-GMN, ECF
 12 No. 251; Case No. 2:23-cv-01480-GMN, ECF No. 73).

13 On May 2, 2025, Plaintiffs filed the Motion for Final Approval of Class Action Settlement
 14 and Application for Attorneys' Fees, Costs, and Service Awards. (Case No. 2:20-cv-00376-GMN,
 15 ECF No. 257; Case No. 2:23-cv-01480-GMN, ECF No. 77.) Pursuant to the Motion for Final
 16 Approval, the Parties request Final Approval of the proposed class action Settlement, and awards of
 17 attorneys' fees and costs to Class Counsel and Service Awards to the Class Representatives. *Id.*

18 On June 18, 2025, a Final Approval Hearing was held on the Motion for Final Approval and
 19 Application for Attorneys' Fees, Costs, and Service Awards. Class Counsel appeared for the Plaintiffs
 20 and Settlement Class, and Defendant's Counsel appeared for Defendant.

21 Having received and considered the Settlement, the supporting papers filed by the Parties, and
 22 the evidence and argument received by the Court before entering the Preliminary Approval Order and
 23 at the Final Approval Hearing, the Court grants Final Approval of the Settlement and the Application
 24 for Attorneys' Fees, Costs, and Service Awards, enters this order, and **IT IS HEREBY ORDERED:**

25 1. **INCORPORATION OF DEFINED TERMS:** This order incorporates the definitions
 26 of all capitalized terms defined in Section II of the Settlement Agreement, and all capitalized terms
 27 used in this order have the same meanings as set forth in that Agreement.

28 2. **JURISDICTION:** The Court has subject matter jurisdiction over the Action and

1 personal jurisdiction over the Parties and Settlement Class Members.

2 3. **NOTICE PROGRAM AND CLAIMS PROCESS:** Pursuant to the Court's
 3 Preliminary Approval Order, the Settlement Administrator has complied with the approved Notice
 4 Program as confirmed in its declaration filed with the Court. The form and method for notifying the
 5 Settlement Class of the Settlement and its terms and conditions was in conformity with this Court's
 6 Preliminary Approval Order and satisfied the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due
 7 process, and constituted the best notice practicable under the circumstances. The Court finds that the
 8 Notice Program was clearly designed to advise the Settlement Class members of their rights. Further,
 9 the Court finds that the Claim Process set forth in the Agreement was followed and that the process
 10 was the best practicable procedure under the circumstances.

11 4. **FINAL CLASS CERTIFICATION:** The Court again finds the Actions satisfy the
 12 applicable prerequisites for class action treatment under Fed. R. Civ. P. 23, namely:

13 a. The Settlement Class members are so numerous that joinder of all of them in the Lawsuit
 14 would be impracticable;

15 b. There are questions of law and fact common to the Settlement Class members, which
 16 predominate over any individual questions;

17 c. The claims of Plaintiffs are typical of the claims of the Settlement Class members;

18 d. Plaintiffs and Class Counsel have fairly and adequately represented and protected the
 19 interests of all the Settlement Class members; and

20 e. Class treatment of these claims will be efficient and manageable, thereby achieving an
 21 appreciable measure of judicial economy, and a class action is superior to other available methods for
 22 a fair and efficient adjudication.

23 5. **CERTIFICATION OF SETTLEMENT CLASS:** The Court finally certifies the
 24 following Settlement Class:

25 All persons in the United States whose Private Information was accessed during the
 26 Data Incidents.

27 Excluded from the Settlement Class are the judges presiding over the Actions and members of their
 28 direct families.

1 6. **APPOINTMENTS:** Consistent with the Preliminary Approval Order, the Court hereby
 2 appoints the following as Class Representatives, Class Counsel, and Settlement Administrator:

- 3 a. The appointment of Plaintiffs as Class Representatives is affirmed;
- 4 b. The appointment of Plaintiffs' counsel, John Yanchunis, Doug McNamara, E. Michelle
 5 Drake, David Berger, J. Gerard Stranch IV, Lynn Toops, James Pizzirusso, Gary Klinger, and Jeff
 6 Ostrow, as Class Counsel is affirmed; and
- 7 c. The appointment of Epiq Class Action & Claims Solutions, Inc. as Settlement
 8 Administrator is affirmed.

9 7. **SETTLEMENT TERMS REASONABLE:** The Court finds that the Settlement of the
 10 Actions, on the terms and conditions set forth in the Agreement, is in all respects fundamentally fair,
 11 reasonable, adequate, and in the best interests of the Settlement Class, applying the Fed. R. Civ. P.
 12 23(e)(2) factors and Ninth Circuit's traditional *Churchill* factors.

13 8. **FINAL APPROVAL:** The Agreement, which has been filed with the Court and shall
 14 be deemed incorporated herein, and the proposed Settlement is finally approved and shall be
 15 consummated in accordance with the terms and provisions thereof, except as amended by any order
 16 issued by this Court.

17 9. **OPT-OUTS:** A list of the individuals who have opted-out of the Settlement is attached
 18 as **Exhibit A**. Those individuals will not be bound by the Agreement or the Releases contained therein.

19 10. **OBJECTIONS:** Settlement Class Members were given an opportunity to object to the
 20 Settlement. There is only one objection to the Settlement. (*Owens* ECF No. 89-1). The objection is
 21 from Settlement Class Member Gregory Price. Objector Price did not appear at the Final Approval
 22 Hearing. The Court has considered the objection. The Court's Preliminary Approval Order required
 23 that all objections be submitted 30 days before the Final Approval Hearing (i.e., May 19, 2025), and
 24 provided that an objection shall be deemed to have been submitted when posted if received with a
 25 postmark date indicated on the envelope if mailed first-class postage. See (ECF No. 244 at 10-11).
 26 The envelope containing Objector Price's objection was postmarked with a date of May 20, 2025
 27 (although the actual objection included a date of May 1, 2025). The objection is untimely. On that
 28 ground alone, the Court overrules the objection. Regardless, this Court finds the objection is not

1 meritorious and therefore overrules it on the ground as well. The objection's basis for opposing Final
 2 Approval is that: (a) there is inadequate consideration; (b) the release of claims is overbroad; (c) there
 3 is a lack of transparency in that the Settlement fails to disclose the tier allocation methodology and
 4 claims rate projections; and (d) the requested attorneys' fees are unreasonable. (*Owens* ECF No. 89-
 5 1 at 1-3). While the Court recognizes that the Settlement may not be satisfactory for all Settlement
 6 Class Members, the Court has determined that the Settlement Class Member Benefits offered here
 7 (Documented Loss Cash Payments, Tier Cash Payments, and Financial Account Monitoring) are fair,
 8 reasonable, and adequate under the *Churchill* factors. Further, as per paragraph 12 below, the Court
 9 finds the requested attorneys' fees are reasonable. The legal authority cited in the objection does not
 10 persuade the Court that the Settlement or the request for attorneys' fees should not be approved.

11 11. **SETTLEMENT BINDING:** This order is binding on all Settlement Class Members,
 12 except those individuals who validly and timely opted-out from the Settlement Class.

13 12. **SERVICE AWARDS; ATTORNEYS' FEES AND COSTS:**

14 a. The Class Representatives are awarded reasonable Service Awards, applying the factors
 15 in *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 946 (9th Cir. 2015). Plaintiffs Ryan
 16 Bohlim, Duke Hwynn, Larry Lawter, Kerri Shapiro, Gennady Simkin, Robert Taylor, and Victor
 17 Wukovits in the 2019 Action shall receive \$10,000 each. Plaintiffs Tonya Owens, Emily Kirwan,
 18 David Zussman, David Lackey, Michael Pircio, David Terezo, Ronald G. Rundell, Laura Willis
 19 Abrigo, Anita Johnson, Paul Zaro, Michael Manson, Kyle Sloan, Michelle Righetti, Edgar Mejia, and
 20 DuJun Johnson in the 2023 Action shall receive \$3,500 each. The Service Awards shall be paid out
 21 of the Settlement Fund in accordance with the Agreement.

22 b. Class Counsel are awarded \$13,500,000 for attorneys' fees and \$801,631.96 for costs.
 23 These payments shall be made out of the Settlement Fund in accordance with the Agreement. The
 24 Court evaluated settlement Class Counsel's request using a common fund analysis, applying the
 25 factors set forth in *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1048 (9th Cir. 2002), and concludes
 26 that amount is fair and within the range of reason.

27 13. **VALID CLAIMS:** Based on the information presented to the Court, the Claim process
 28 has proceeded as ordered and consistent with the Agreement and Preliminary Approval Order. The

1 distribution plan for Settlement Class Member Benefits proposed by the Parties in the Agreement is
 2 fair, reasonable, and adequate. All Settlement Class Members who submitted Valid Claims shall
 3 receive their Settlement Class Member Benefits pursuant to the Settlement's terms. All Settlement
 4 Class Members who did not submit a Claim, or for whom the Claim is determined to be invalid, shall
 5 still be bound by the terms of the Settlement and Releases therein.

6 14. **PAYMENT OF SETTLEMENT ADMINISTRATION COSTS:** The Parties are
 7 authorized to approve the payment of the Settlement Administration Costs to the Settlement
 8 Administrator from the Settlement Fund, in an amount not to exceed \$6,997,408.

9 15. **RELEASE OF CLAIMS AND DISMISSAL OF LAWSUIT:** As of the Effective
 10 Date, Plaintiffs and all Settlement Class Members and Releasing Parties, and persons purporting to
 11 act on their behalf, are permanently barred and enjoined from commencing or prosecuting, either
 12 individually or as a class, or in any other capacity, any of the Released Claims against any of the
 13 Released Parties, as set forth in the Agreement, against any of the Released Parties in any action or
 14 proceeding in any court, arbitration forum, or tribunal. The Released Claims are compromised,
 15 discharged, and dismissed with prejudice by virtue of these proceedings and this order.

16 16. **RESIDUAL FUNDS:** In the event there are funds remaining in the Settlement Fund,
 17 including from uncashed checks, within 45 days following the 180-day check negotiation period, the
 18 Court approves the distribution of all remaining funds to UNLV Cyber Clinic
 19 (<https://freecyberclinic.org/about>).

20 17. **JURISDICTION RETAINED:** The Court hereby retains and reserves jurisdiction
 21 over: (1) implementation of this Settlement and any distributions of Settlement Class Member
 22 Benefits to the Settlement Class Members; (2) the Action, until the Effective Date, and until each and
 23 every act agreed to be performed by the Parties shall have been performed pursuant to the terms of
 24 the Agreement, including the exhibits appended thereto; and (3) all Parties, for the purpose of
 25 enforcing and administering the Settlement.

26 18. In the event the Effective Date of the Settlement does not occur, the Settlement shall be
 27 rendered null and void to the extent provided by and in accordance with the Agreement, and this order
 28 and any other order entered by this Court in accordance with the terms of the Agreement shall be

1 vacated, *nunc pro tunc*. In such event, all orders entered and releases delivered in connection with the
2 Settlement shall be null and void and have no further force and effect, shall not be used or referred to
3 for any purpose whatsoever, and shall not be admissible or discoverable in any proceeding. The
4 Action shall return to its status immediately prior to execution of the Agreement.

5 19. **ENTRY OF JUDGMENT:** There being no just reason for delay, the Clerk of Court is
6 hereby directed to enter final judgment forthwith pursuant to Fed. R. Civ. P. 58.

7 DATED this 18 day of June, 2025.

Gloria M. Navarro, District Judge
UNITED STATES DISTRICT COURT

EXHIBIT A**Opt-Out List**

1	Arnold	Abraham
2	Robert	Agazaryan
3	Marlin	Agoub
4	Rey	Amaro Jr
5	Kellie	Anderson
6	Lydia	Anderson
7	Paul	Angel
8	Valentin	Angles
9	Patricia	Anglin
10	Juanita	Arguellez
11	Maria	Avalos
12	Zachary	Barbour
13	Stephanie	Barker
14	Jeremy	Barnes
15	David	Barnes
16	Ruby	Barrios
17	Raymond	Baur
18	Israel	Beltran-Felix
19	Erica	Benavides
20	Tricia	Berens
21	Max	Blumen
22	Jason	Bonnema
23	Michael	Boyd
24	Stefania	Buraglia
25	Aaron	Burnley
26	Joshua	Burnley
27	Christina	Camerlingo
28	Jasmine	Carson
	Roberto	Cerda
	Mireya	Chavez
	Lesa	Chhin
	Natalia	Clavijo
	Connor	Clegg
	Kevin	Clines
	Archie	Colburn
	Jessica	Coleman
	Daniel	Confair
	Evelyn	Confair
	Alfredia	Conner
	Michael	Conway
	Andrew	Corrington

1	Leticia	Davila
2	Darin	Davis
3	Vincent	Delcastillo
4	Jacqueline	Delcastillo
5	Barbara	Dement
6	Julia	Denton
7	Kevin	Dierker
8	John	Doyle
9	Gary	Drago
10	Blasé	Drexler
11	Lisa	DuBose
12	Robert	Dunn
13	Jorge	Duran
14	Kimberly	Erickson
15		Estate of Wesley Kish
16	Jonah	Ezell
17	Adrian	Farias
18	Julio	Ferrer
19	Jerry	Flagg
20	Robert	Flowers
21	Trent	Folse
22	Lawrence	Freiman
23	Felicia	Freitas
24	Earl	Gandy
25	Anita	Garcia
26	Lissa	Gates
27	Anne	Gault
28	Martha	Gil
	Chip	Gilbert
	Chris	Goble
	Ricardo	Gonzalez
	Robert	Gonzalez Sr.
	Laurie	Greenfield
	Rudolf	Grodzen
	David	Guaderrama
	Alberto	Guillermo
	Angela	Hall
	Susan	Harrison
	Richard	Hartley
	Mary	Hartley
	Marilyn	Hawranik
	Monica	Hernandez
	Randall	Hicks
	Shauna	Hilgers
	Tim	Hill

1	Taylor	Hill
2	Kenneth	Hill
3	Michael	Holtgrewe
4	Candy	Huang
5	Michael	Huang
6	Kyle	Hunter
7	Vardan	Indzhikushyan
8	Felix	Jimenez
9	Katherine	Johns
10	Darryl	Johns
11	Jennifer	Johnson
12	Kevin	Jones
13	Craig	Kadden
14	David	Kamsler
15	Barbara	Kanehiro
16	Pauline	Kanehiro (deceased)
17	David	Kauffman
18	Barbara	Kennard
19	Jason	Knight
20	Vasily	Korovkin
21	Tawn	Kreider
22	Paul	Kreider (deceased)
23	Mark	Kukreja
24	Steven	Kulakowski
25	Travis	Lamb
26	Carol	Larinto
27	Saul	Lassoff
28	Shirley	Lassoff
	Samuel	Lassoff
	Steven	Lee
	Diana	LeMay
	Mark	L'Esperance
	Jonathan	Levy
	Joey	Liender
	Robert	Lilburne
	Michael	Lin
	Chris	Linder
	Winston	Liu
	Kenneth	Ludwig
	Peter	Lum
	Jose	Madrid
	Yovinka	Mallo
	Roland	Manalo
	Jennifer	Maquinacez
	Shelby	Marsh

1	Louis	Marshall
2	Daniel	Martz
3	Michael	Mathison
4	Mitchell	Mayhew
5	Ashley	Maylevi
6	John	McClary II
7	Patsy	Melatti
8	Sheree	Mendoza
9	Juan	Mendoza
10	Irakli	Mgalobely
11	Anwar	Monroy
12	Kimberly	Moon
13	Kerushen	Morgan
14	Noah	Morningstar
15	Brian	Morrison
16	Sharon	Moser
17	Tony	Moser
18	Alec	Mouradkjanyan
19	Jamie	Nagy
20	Wayne	Nakahara
21	Karen	Nelson
22	Hong	Nguyen
23	Rikesha	Nguyen (Formerly George)
24	Matthew	North
25	Amir	Nurani
26	Marcelo	Pacheco
27	Patrick	Paige
28	Moon Ho	Park
	Titapa	Payne
	Richard	Pedroza
	Steven	Penn
	Christina	Perez
	Thurman	Pinder
	Patrice	Pinder
	Gwendolyn	Pinder
	Eddie	Pool
	Kathleen	Powell
	Vanessa	Price
	Warren	Prince
	Shelby	Purcell
	Jane	Qi
	Jayna	Querin
	Travis	Radtke
	Jerry	Ramos
	Shoaib	Razzaq

1	Loa	Reynolds
2	Monte	Reynolds
3	Joseph	Ricci
4	Lainie	Rideout
5	Cara	Ridge
6	Anna	Rincon
7	Jason	Rist
8	Jose	Robles
9	David	Rosenstiel
10	Benjamin	Roth
11	Octavio	Ruiz
12	Edward	Ruiz
13	M	Ruiz
14	M. Alice	Ruiz
15	Al	Russ
16	Patrick	Russo
17	Charles	Rutledge
18	Connie	Rutledge
19	Ashu	Sackett
20	Mike	Safaie
21	Irvin	Salgado
22	Joseph	Samo
23	Stacey	Sanchez
24	David	Santiago
25	Audrey	Schlhorholtz
26	Heath	Schweitzer
27	Ryan	Sensenig
28	Robert	Severino
	Rose	Severino
	Leah	Smith
	Jennifer	Smith
	Robert	Snyder
	Kunthea	Sok
	Christina	Solis
	Grace	Solomon
	Taivon	Sterling
	Daniel	Stevens
	Chad	Sthele
	Nathan	Stoll
	Karen	Suarez
	Erick	Suarez
	Annette	Szawan
	Richard	Szucs
	Beverly	Szucs
	Michael	Tang

1	Andrew	Tedesco
2	Robert	Terrell
3	Vanessa	Terrell
4	Sally	Thielbar
5	Alan	Thierfeldt
6	Stacey	Thompson
7	Matthew	Tollefsrud
8	Pat	Tran
9	Jesus	Valls
10	Samantha	Vannetter
11	Lewis	Vigil
12	Ellen	Wakefield
13	Andrew	Wang
14	Shawn	Warnecke
15	Neil	Weiser
16	Shane	Whitley
17	Dara	Wilson
18	Jacqueline	Wilson
19	William	Wineland, Jr
20	Tyler	Winkelmann
21	Teresa	Wood (Formerly Prunty)
22	Glenda	Woodring
23	Ashlynn	Woods
24	Dikan	Xing
25	Michelle	Yang
26	Kristopher	Young
27	Yi	Zou
28	Aleksei	Zubkov